Official Office Use Only



Must Be Postmarked or Received No Later Than April 26, 2016

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

HCH

Karsten Schuh v. HCA Holdings, Inc., et al.

Civil Action No. 3:11-cv-01033

PROOF OF CLAIM AND RELEASE

<u>Please Type or Print in the Boxes Below</u> Do <u>NOT</u> use Red Ink, Pencil, or Staples

Last Name														M.I.		First	Naı	me								
Last Name	(Co-Bei	neficia	al Ow	ner))			•				•		M.I.		First	Na	me (Co-	Ben	efici	al O	wnei	r)		
☐ IRA ☐ Joint Tenancy ☐ Emplo							volar	ee		-	() Ir	ndivid	dual			(\bigcirc c	ther							
Company N						f Cla	aima					vidua	ıl) or	Cus	todia	an N	ame	e if a	n IR				(5	speci	fy)	
Trustee/Ass	et Man	ager/l	Nomir	nee/	/Rec	ord	Owr	ner's	s Na	me ([lf Di	ffere	nt fr	om E	3ene	eficia	l Ov	vner	List	ed A	vodv	e)				
Account#/Fi	und# (N	ot Ne	cess	ary '	for I	ndiv	idua	ıl File	ers)																	
_ast Four D	iaits of s	Socia		urity	 / Nu	—— mbe			—— Та	 xnav	er Id	lenti	ficat	ion N	luml	her										
Laot i Gai Bi	igito or v	,00ia	. 000	-	or	11100			[Tpuy]_	-	liout					Τ]							
Telephone N	lumber	(Prim	nary E)				Tele	_ epho	ne N	lum	ber (/	Alter	nate)									
	_			[,]				_				_]				
Email Addre	SS			L					1		<u> </u>		J								<u> </u>	_				
МА	ILING I	NFOF	RMAT	ION	1 —																					
ddress					<u>.</u>								-													_
																									\perp	
ddress											<u> </u>															_
			\bot	\bot	\perp	\perp	\perp																\perp	\perp	\perp	
ity														S	tate		Z	ip C	ode							
				\perp	\perp	\perp	\perp																			
oreign Prov	ince								For	reign	Pos	stal (Code	9				Fo	reig	n Co	ount	ry N	ame	/Abb	revia	atior
																										\perp
		$\overline{}$			<u> </u>	() AT	ГР	T) BE	$\overline{}$	O FI			OP	Т											R CLA
R CLAIMS																										



PART II. SCHEDULE OF TRANSACTIONS IN HCA COMMON STOCK

PURCHASES —	· · · · · · · · · · · · · · · · · · ·	<u> </u>			
Trade Date(s) of Shares (List Chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding Commissions, Taxes and Fees) Please round off to the nearest whole dollar	Proof of Purchase Enclosed?		
M M D D Y Y Y Y					
1. / /	\$		00 ON		
2. / / /	\$		00 O Y		
3//	\$		00 O Y N		
4. / / /	\$		00 ON		
5. / / /	\$		00 O Y N		
M M D D Y Y Y Y B. Sales of HCA common stock between Ma SALES	Merger Shares: rch 9, 2011 and January 13, 2016, in	Total Sales Price			
Trade Date(s) of Shares (List Chronologically)	Number of Shares Sold	(Excluding Commissions, Taxes and Fees) Please round off to the nearest whole dollar	Proof of Sales Enclosed?		
M M D D Y Y Y Y					
1. / / /	\$		$00 \bigcirc Y$		
	\$				
2//	<u> </u>	-	00 ON		
2. / 3. /	\$		\bigcirc \bigcirc \bigcirc \bigcirc \bigcirc \bigcirc \bigcirc		
		•	00 OY		
3. / / /	\$	-	00		
3.	\$ \$ \$ \$		00		

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOUR SIGNATURE ON PAGE 6 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE DESCRIBED IN PART V BELOW.



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Middle District of Tennessee, Nashville Division, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the acquisition of HCA common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

- 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, remise, release and discharge each and all of the Released Persons from the Released Claims as provided in the Stipulation of Settlement.
- 2. "Related Parties" means, with respect to each Defendant, its/his present and former (i) parents, subsidiaries, affiliates, predecessors, successors, joint venturers and assigns, and (ii) each of their respective officers, directors, employees, partners, controlling shareholders, principals, trustees, attorneys, auditors, accountants, investment bankers, underwriters, consultants, agents, insurers, re-insurers, spouses, estates, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of any Defendants' immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his family, and each of the heirs, executors, administrators, predecessors, successors, and assigns of the foregoing.
- 3. "Released Claims" means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including Unknown Claims as defined below), and causes of action of every nature and description whatsoever, in law or equity, whether accrued or un-accrued, fixed or contingent, liquidated or unliquidated, known or unknown, contingent or absolute, mature or un-matured, discoverable or undiscoverable, concealed or hidden, suspected or unsuspected, disclosed or undisclosed, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in nature, that Lead Plaintiff or any Class Member asserted, could have asserted, or in the future could or might have asserted in this Litigation or any other action, court, tribunal, proceeding, or forum against any of the Released Persons arising out of, in connection with, or in any way relating to, directly or indirectly, the acquisition of HCA common stock during the Class Period and the allegations, transactions, acts, facts, matters, occurrences, disclosures, statements, representations, omissions, or events that were or could have been alleged or asserted in the Litigation. Released Claims does not include claims to enforce the Settlement.
 - 4. "Released Persons" means each and all of the Defendants and each and all of their Related Parties.
- 5. "Settled Defendants' Released Claims" means all claims, demands, losses, rights, and causes of action of any nature whatsoever, known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, whether arising under federal, state, common or foreign law, which now exist or heretofore have existed, that have been or could have been asserted in the Litigation or any forum by the Released Persons or any of them against the Lead Plaintiffs, Class Members, or Plaintiffs' Counsel, that arise out of or relate in any way to the institution, prosecution, resolution, or settlement, of the claims against the Released Persons, except for claims related to the enforcement of the Settlement.
- 6. "Unknown Claims" means any of the Released Claims which Lead Plaintiff or any Class Member does not know or suspect to exist in such party's favor at the time of the release of the Released Persons, and any of the Settled Defendants' Released Claims that the Released Persons do not know or suspect to exist in his, her or its favor at the time of the release of the Lead Plaintiff, Plaintiffs, each and all of the Class Members and Plaintiffs' Counsel, which, if known by such party, might have affected such party's settlement with and release of the Released Persons or Lead Plaintiff, Plaintiffs, each and all of the Class Members and Plaintiffs' Counsel, or might have affected such party's decision not to object to this Settlement. With respect to any and all Released Claims and the Settled Defendants' Released Claims, upon the effective date, the Lead Plaintiff and Defendants shall expressly, and each of the Class Members and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff and Defendants shall expressly, and each of the Class Members and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment, shall have expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Lead Plaintiff, Class Members and the Released Persons may hereafter discover facts in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims and the Settled Defendants' Released Claims, but the Lead Plaintiff and Defendants shall expressly, and each Class Member and Released Person, upon the effective date, shall be deemed to have, and by operation of the Order and Final Judgment shall



have fully, finally, and forever settled and released any and all Released Claims, or the Settled Defendants' Released Claims, as the case may be, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiff and Defendants acknowledge, and the Class Members and Released Persons shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

- 7. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Settlement becomes effective on the Effective Date.
- 8. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.
- 9. I (We) hereby warrant and represent that I (we) have included information (including supporting documentation) about all of my (our) acquisitions of HCA common stock between March 9, 2011 and October 28, 2011, inclusive, all of my (our) sales of HCA common stock between March 9, 2011 and January 13, 2016, inclusive, and the number of shares of HCA common stock held by me (us) at the close of trading on October 28, 2011 and January 13, 2016.
 - 10. I (We) hereby warrant and represent that I am (we are) not a Defendant or other person excluded from the Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this day of	(Month/Year)	in(City/State/Country)	
(Sign your name here)		(Sign your name here)	
(Type or print your name here)		(Type or print your name here)	
(Capacity of person(s) signing, e.g., Beneficial Acquirer, Executor or Adminis	strator)	(Capacity of person(s) signing, e.g., Beneficial Acquirer, Executor or Administrator)	

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

- 1. Please sign the above release and declaration.
- 2. If this claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. Do not send originals of certificates.
- 5. Keep a copy of your claim form and all supporting documentation for your records.
- 6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address to the address below.
- 8. **Do not use red pen or highlighter** on the Proof of Claim and Release Form or supporting documentation.

THIS PROOF OF CLAIM AND RELEASE FORM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN APRIL 26, 2016, ADDRESSED AS FOLLOWS:

HCA Holdings Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
www.hcaholdingssecuritieslitigation.com

